

23. Approve Amendments #2 to PS-528-98/BJC – Construction Engineering and Inspection Services for CR 427 – Phase V & VI with URS Corp. of Sanford (\$87,167.42).

PS-528-98/BJC and its associated Work Order #1 provide for construction, engineering and inspections (CEI) services necessary to administer the construction contract in such manner to determine that the project is constructed in conformity with the plans, specifications and contract provisions. Amendment #2 will provide an increase to the dollar amount and services provided under this Master Agreement for additional CEI services necessary to be concurrent with the 61-day time extension granted the Construction Contractor. The following is a summary of the cost of this contract:

| | |
|-----------------------|------------------|
| Original Contract Sum | \$1,000,000.00 |
| Amendment #1 | 148,660.90 |
| Add Amendment #2 | <u>87,167.42</u> |
| Revised Contact Sum | \$1,235,828.32 |

Funds are available in account numbers 077515-56067000 (Engineering, Roads) and 077521-56067000 (South Central Collector Projects, Roads), CIP #DE56047. Public Works/Engineering and Fiscal Services/Purchasing and Contracts Division recommend that the Board approve and authorize the Chairman to execute the Amendment and authorize the Purchasing and Contacts Division to issue Amendment #2.

**SECOND AMENDMENT TO CONSTRUCTION, ENGINEERING AND INSPECTION SERVICES
AGREEMENT (PS-528-98/BJC) COUNTY ROAD 427, PHASES V AND VI PROJECTS**

THIS SECOND AMENDMENT is made and entered into this _____ day of _____, 20____ and is to that certain Agreement made and entered into on the 29th day of November, 2000, as amended on March 13, 2003 between **URS CORPORATION**, whose address is 315 East Robinson Street, Suite 245, Orlando, Florida 32801, hereinafter referred to as "CONSULTANT," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, the CONSULTANT and COUNTY entered into the above-referenced Agreement on November 29, 2000, as amended on March 13, 2003 for construction engineering and inspection services for County Road 427, Phases V and VI; and

WHEREAS, the parties desire to amend the Agreement so as to enable both parties to continue to enjoy the mutual benefits it provides; and

WHEREAS, Section 23 of the Agreement provides that any amendments shall be valid only when expressed in writing and duly signed by the parties,

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained herein, the parties agree to amend the Agreement as follows:

1. Section 5 of the Agreement is amended to read:

SECTION 5. COMPENSATION. The COUNTY agrees to compensate the CONSULTANT for the professional services called for under this Agreement on either a "Fixed Fee" basis or on a "Time Basis Method". If a Work Order is issued under a "Time Basis Method," then CONSULTANT shall be compensated in accordance with the rate schedule attached as Exhibit

"C". If a Work Order is issued for a "Fixed Fee Basis," then the applicable Work Order Fixed Fee amount shall include any and all reimbursable expenses. The total amount of compensation, including reimbursable expenses, paid to the CONSULTANT under the terms of this Agreement shall not exceed the sum of ONE MILLION TWO HUNDRED THIRTY-FIVE THOUSAND EIGHT HUNDRED TWENTY-EIGHT AND 32/100 DOLLARS (\$1,235,828.32).

2. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect for the term of the Agreement, as originally set forth in said Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed.

ATTEST:

URS CORPORATION

BEVERLY A. MUNOZ
Secretary

By: _____
JIMMY D. ALLISON, P.E.
Vice-President

(CORPORATE SEAL)

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
DARYL G. MCLAIN, Chairman

Date: _____

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency.

As authorized for execution
by the Board of County Commis-
sioners at their _____,
20____, regular meeting.

County Attorney
AC/lpk
7/18/03
2am-ps-528